

SERFF Tracking Number:	BERK-125685528	State:	Arkansas
Filing Company:	Riverport Insurance Company	State Tracking Number:	#100004419 \$50
Company Tracking Number:	RIC-2008-AR-078		
TOI:	26.0 Burglary & Theft	Sub-TOI:	26.0001 Commercial Burglary & Theft
Product Name:	Human Services		
Project Name/Number:	/HSCRFRR08		

## Filing at a Glance

Company: Riverport Insurance Company

Product Name: Human Services

TOI: 26.0 Burglary & Theft

Sub-TOI: 26.0001 Commercial Burglary & Theft Co Tr Num: RIC-2008-AR-078

Filing Type: Form

SERFF Tr Num: BERK-125685528 State: Arkansas

SERFF Status: Closed

Co Status:

Co Status:

Authors: Sandra Makela, Mark Palmer, Terri Zachman

Date Submitted: 06/11/2008

State Tr Num: #100004419 \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Disposition Date: 06/12/2008

Disposition Status: Approved

Effective Date Requested (New): 09/01/2008

Effective Date Requested (Renewal): 09/01/2008

Effective Date (New): 09/01/2008

Effective Date (Renewal): 09/01/2008

State Filing Description:

## General Information

Project Name:

Project Number: HSCRFRR08

Reference Organization:

Reference Title:

Filing Status Changed: 06/12/2008

State Status Changed: 06/12/2008

Corresponding Filing Tracking Number:

Filing Description:

Filing to withdraw our independently filed program for Crime and Fidelity coverage in our Human Services program and filing to adopt ISO Crime and Fidelity.

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

## Company and Contact

SERFF Tracking Number: BERK-125685528 State: Arkansas  
Filing Company: Riverport Insurance Company State Tracking Number: #100004419 \$50  
Company Tracking Number: RIC-2008-AR-078  
TOI: 26.0 Burglary & Theft Sub-TOI: 26.0001 Commercial Burglary & Theft  
Product Name: Human Services  
Project Name/Number: /HSCRFRR08

### Filing Contact Information

(This filing was made by a third party - BRAC01)

Terri Zachman, Product Development Analyst tzachman@riverportinsurance.com  
222 South Ninth Street, Suite 1300 (612) 766-3339 [Phone]  
Minneapolis, MN 55402-3332 (612) 766-3397[FAX]

### Filing Company Information

Riverport Insurance Company CoCode: 36684 State of Domicile: Minnesota  
222 South Ninth Street, Suite 1300 Group Code: 98 Company Type:  
Minneapolis, MN 55402-3332 Group Name: W. R. Berkley State ID Number:  
Corporation  
(612) 766-3100 ext. [Phone] FEIN Number: 41-1654112  
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### Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50 per filing  
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0100004419	\$50.00	06/10/2008

<i>SERFF Tracking Number:</i>	<i>BERK-125685528</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>Human Services</i>		
<i>Project Name/Number:</i>	<i>/HSCRFRR08</i>		

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved	Llyweyia Rawlins	06/12/2008	06/12/2008

<i>SERFF Tracking Number:</i>	<i>BERK-125685528</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Riverport Insurance Company</i>	<i>State Tracking Number:</i>	<i>#100004419 \$50</i>
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<i>TOI:</i>	<i>26.0 Burglary &amp; Theft</i>	<i>Sub-TOI:</i>	<i>26.0001 Commercial Burglary &amp; Theft</i>
<i>Product Name:</i>	<i>Human Services</i>		
<i>Project Name/Number:</i>	<i>/HSCRFRR08</i>		

## **Disposition**

Disposition Date: 06/12/2008

Effective Date (New): 09/01/2008

Effective Date (Renewal): 09/01/2008

Status: Approved

Comment: Filing to withdraw our independently filed program for Crime and Fidelity coverage in our Human Services program and filing to adopt ISO Crime and Fidelity.

Rate data does NOT apply to filing.

SERFF Tracking Number:	BERK-125685528	State:	Arkansas
Filing Company:	Riverport Insurance Company	State Tracking Number:	#100004419 \$50
Company Tracking Number:	RIC-2008-AR-078		
TOI:	26.0 Burglary & Theft	Sub-TOI:	26.0001 Commercial Burglary & Theft
Product Name:	Human Services		
Project Name/Number:	/HSCRFRR08		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes

*SERFF Tracking Number:*      *BERK-125685528*

*State:*      *Arkansas*

*Filing Company:*      *Riverport Insurance Company*

*State Tracking Number:*      *#100004419 \$50*

*Company Tracking Number:*      *RIC-2008-AR-078*

*TOI:*      *26.0 Burglary & Theft*

*Sub-TOI:*      *26.0001 Commercial Burglary & Theft*

*Product Name:*      *Human Services*

*Project Name/Number:*      */HSCRFRR08*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: BERK-125685528

State: Arkansas

Filing Company: Riverport Insurance Company

State Tracking Number: #100004419 \$50

Company Tracking Number: RIC-2008-AR-078

TOI: 26.0 Burglary & Theft

Sub-TOI: 26.0001 Commercial Burglary & Theft

Product Name: Human Services

Project Name/Number: /HSCRFRR08

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:**

Approved 06/12/2008

**Comments:**

**Attachment:**

NAIC Policy Trans.pdf

**Satisfied -Name:** Cover Letter

**Review Status:**

Approved 06/12/2008

**Comments:**

**Attachment:**

AR\_Cover Letter Forms.pdf

**Satisfied -Name:** Filing Memo

**Review Status:**

Approved 06/12/2008

**Comments:**

**Attachment:**

AR FORMS MEMO.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;">a.</td><td>Date the filing is received:</td></tr> <tr><td>b.</td><td>Analyst:</td></tr> <tr><td>c.</td><td>Disposition:</td></tr> <tr><td>d.</td><td>Date of disposition of the filing:</td></tr> <tr><td>e.</td><td>Effective date of filing:</td></tr> <tr> <td style="width: 5%;"></td> <td style="width: 65%;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> </td> </tr> <tr><td>f.</td><td>State Filing #:</td></tr> <tr><td>g.</td><td>SERFF Filing #: BERK-125685528</td></tr> <tr> <td>h.</td> <td>Subject Codes</td> </tr> </table>	a.	Date the filing is received:	b.	Analyst:	c.	Disposition:	d.	Date of disposition of the filing:	e.	Effective date of filing:		<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table>	New Business		Renewal Business		f.	State Filing #:	g.	SERFF Filing #: BERK-125685528	h.	Subject Codes
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h.	Subject Codes																						

<b>3. Group Name</b>	<b>Group NAIC #</b>
W. R. Berkley	098

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Riverport Insurance Company	Minnesota	36684	41-1654112	


<b>5. Company Tracking Number</b>	RIC-2008-AR-078
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Terri Zachman, Product Development Analyst, Riverport Insurance Company, 222 South Ninth Street, Suite 1330, Minneapolis,	Product Development Analyst	612-766-3339	866-776-3505	<a href="mailto:tzachman@riverportinsurance.com">tzachman@riverportinsurance.com</a>

7. Signature of authorized filer	
8. Please print name of authorized filer	Terri Zachman

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	26.0 Burglary & Theft
10. Sub-Type of Insurance (Sub-TOI)	26.0001 Commercial Burglary & theft
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Human Services
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 9/1/2008                      Renewal: 9/1/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	6/11/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved



## Property & Casualty Transmittal Document—

**20. This filing transmittal is part of Company Tracking #** RIC-2008-AR-078

**21. Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

We are filing to withdraw our independently filed Crime and Fidelity program for Human Services and to adopt the ISO Crime and Fidelity as currently on file for Riverport Insurance Company

**22. Filing Fees** (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

**Check #:** 0100004419

**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

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Arkansas Insurance Department  
Property & Casualty Division  
1200 W 3rd Street  
Little Rock, AR 72201-1904

June 11, 2008

**Riverport Insurance Company**  
Line of Business: Commercial Crime and Fidelity  
Form Filing  
Human Services Program  
**Company Filing Number: RIC-2008-AR-078**

NAIC Number: 098-36684  
FEIN Number: 41-1654112

Dear Sir/ Madam:

This filing is submitted on behalf of the Human Services Program in Riverport Insurance Company for Commercial Crime Coverage.

Riverport Insurance Company is a subscriber of the Insurance Services Office, Inc. (ISO) for Crime and Fidelity lines of business and has granted ISO filing authority on its behalf.

In the Human Services Program, Commercial Crime coverage is offered and packaged with other lines of insurance. As previously filed and approved in your jurisdiction, the Human Services Commercial Crime coverage is completely independent of ISO.

The purpose of this filing is to withdraw the independently filed Human Services Program Commercial Crime forms. As a result of withdrawing these independent forms, the ISO and independent Commercial Crime forms filed on behalf of the Company will now apply to the Human Services Program by way of the Enabling Rule [previously filed and approved] in the General Rules section of the Human Services Program manual.

A detailed Forms Memorandum includes a list of the forms being withdrawn as compared to the compatible ISO forms that will be used instead, and the impact of the changes.

The corresponding independent rate and rule withdrawal filing is not required to be filed in your jurisdiction, but will be noted internally.

Your acknowledgment and approval of this filing for all policies effective on and after September 1, 2008 for new business, and September 1, 2008 for renewals will be appreciated.

Yours truly,

A handwritten signature in black ink that reads 'Terri Zachman'.

Terri Zachman  
Product Development Analyst  
Telephone: 612-766-3339  
Toll Free: 1-888-762-3083  
Facsimile: 866-766-3505  
Internet: [tzachman@riverportinsurance.com](mailto:tzachman@riverportinsurance.com)

Enclosures

**FORMS MEMORANDUM  
RIVERPORT INSURANCE COMPANY  
HUMAN SERVICES PROGRAM  
CRIME AND FIDELITY**

**ARKANSAS**

**ISO SUBSCRIBER INFORMATION**

Riverport Insurance Company ("Company") is a subscriber of the Insurance Services Office, Inc. ("ISO") for Crime and Fidelity lines of business ("Commercial Crime") and has granted ISO filing authority on its behalf for Commercial Crime forms.

**BACKGROUND**

- The Human Services Program is a Riverport Insurance Company program.
- To be eligible for the Human Services Program, the named insured must be a not-for-profit entity (whether as a corporation, unincorporated association, trust, foundation, or otherwise) and have tax-exempt status under Section 501 [c] or [d] of the Internal Revenue Code of the United States (or any successor provision thereto); OR, for profit entities providing human services which are similar to services provided by not-for-profit entities.
- In the Human Services Program, Commercial Crime coverage is offered and packaged with other lines of insurance.
- The Human Services Program contains an Enabling Rule in its exception Manual which states:  
General Rule 3. ENABLING RULE  
For rules, rates, rating plans and forms not specifically provided for in this Manual, the compatible rules, rates, rating plans, and forms filed on behalf of the Company shall apply.
- Until now, Commercial Crime forms have been independently filed for the Human Services Program. Because the Commercial Crime forms have been independently filed, the enabling provisions in the Human Services Program Manual, specifically the above-referenced General Rule 3. ENABLING RULE, have not applied to the Commercial Crime coverage in the Human Services Program.

**PURPOSE OF FILING**

The purpose of this filing is to withdraw the independently filed Human Services Program Commercial Crime forms.

**EXPLANATION AND IMPACT OF CHANGE**

With the withdrawal of the Human Services Program's independently filed Commercial Crime forms, it is now the intention that enabling the provisions of the Human Services Program Manual, specifically General Rule 3. ENABLING RULE, apply with respect to Human Services Program Commercial Crime coverage.

Therefore, all ISO forms and all independent forms which have been filed on behalf of Riverport Insurance Company for Commercial Crime will apply to the Human Services Program.

Side-by-side comparisons of the withdrawn forms have not been provided because ISO completely restructured its Commercial Crime program in 2000. The forms being withdrawn are more closely aligned with ISO's previous structure. The tables below, however, list the forms being withdrawn along with the compatible ISO forms that will be used in their place and they describe the impact of the changes.

HUMAN SERVICES INDEPENDENT FORMS TO BE WITHDRAWN		ISO COMPATIBLE FORMS		IMPACT
FORM NUMBER	TITLE	FORM NUMBER	TITLE	
CR 00 04 10 90	Theft, Disappearance and Destruction Coverage Form	CR 00 21 05 06	Commercial Crime Coverage Form (Loss Sustained Form)	See information below on broadenings, reductions and clarification of coverage for CR 00 21.
CR 10 00 04 07	Crime General Provisions Loss Sustained Form	CR 00 21 05 06	Commercial Crime Coverage Form (Loss Sustained Form)	See information below on broadenings, reductions and clarification of coverage for CR 00 21.
RPCR 73 01 08 05	Inclusion of the Chairperson and Members of Specified Committees as Employees	CR 25 06 08 07	Include Chairperson and Members of Specified Committees as Employees	<b>Clarification of coverage:</b> Minor editorial changes. Coverage intent remains the same
RPCR 73 02 08 05	Inclusion of Specified Directors or Trustees on Committees as Employees	CR 00 21 05 06	Commercial Crime Coverage Form (Loss Sustained Form)	See information below on broadenings, reductions and clarification of coverage for CR 00 21.
RPCR 73 03 08 05	Inclusion of Specified Non-Compensated Officers as Employees	CR 25 08 08 07	Include Specified Non-Compensated Offices as Employees	<b>Clarification of coverage:</b> Minor editorial changes. Coverage intent remains the same.
RPCR 73 04 08 05	Inclusion of Volunteer Workers as Employees	CR 25 09 08 07	Include volunteer Workers As Employees	<b>Clarification of coverage:</b> Minor editorial changes. Coverage intent remains the same.
RPCR 73 05 08 05	Inclusion of Volunteer Workers Other Than Fund Solicitors as Employees	CR 25 10 08 07	Include Volunteer Workers Other Than Fund Solicitors as Employees	<b>Clarification of coverage:</b> Minor editorial changes. Coverage intent remains the same.
RPCR 73 06 08 05	Employee Dishonesty – Client Coverage Endorsement	CR 04 01 05 06	Clients' Property	<b>Broadening of coverage:</b> <ul style="list-style-type: none"> <li>• CR 04 01 05 06 provides coverage for money, RPCR 73 06 does not.</li> <li>• The definition of "Client" in CR 04 01 is broader than RPCR 73 06.</li> <li>• CR 04 01 05 06 does not limit coverage to \$2,500 as RPCR 73 06 does.</li> <li>• CR 04 01 05 06 does not apply a \$100 deductible as does RPCR 73 06.</li> </ul>
RPCR 73 08 08 05	Employee Dishonesty Coverage Form (Coverage Form A – Blanket)	CR 00 21 05 06	Commercial Crime Coverage Form (Loss Sustained Form)	See information below on broadenings, reductions and clarification of coverage for CR 00 21.
RPCR 73 09 08 05	Forgery or Alteration Coverage For (Coverage Form B)	CR 00 21 05 06	Commercial Crime Coverage Form (Loss Sustained Form)	See information below on broadenings, reductions and clarification of coverage for CR 00 21.

HUMAN SERVICES INDEPENDENT FORMS TO BE WITHDRAWN		ISO COMPATIBLE FORMS		IMPACT
FORM NUMBER	TITLE	FORM NUMBER	TITLE	
RPCR 73 10 07 06	Joint Loss Payable	CR 20 15 08 07	Joint Loss Payable	<b>Clarification of coverage:</b> This endorsement has been revised in order to reinforce that the insurance is for the insured's benefit only and claims must be presented by the insured. The reference to cumulation has been deleted in order to avoid the inference that cumulation of limits of insurance is permissible.
RPCR 73 11 07 06	Loss Payable	CR 20 14 08 07	Loss Payable	<b>Clarification of coverage:</b> The reference to cumulation has been deleted in order to avoid the inference that cumulation of limits of insurance is permissible.
RPCR 73 13 08 05	Welfare and Pension Plan ERISA Compliance	CR 00 21 05 06	Commercial Crime Coverage Form (Loss Sustained Form)	See information below on broadenings, reductions and clarification of coverage for CR 00 21.
RPCR 73 14 08 05	Theft Disappearance & Destruction Schedule	CR 35 12 08 07	Convert to Schedule Coverage	<b>Reduction in coverage:</b> This endorsement changes Inside and Outside coverage to a schedule basis. The definition of premises is amended. Newly Acquired Premises coverage is limited to 60 days. Outside The Premises limit is limited regardless of the number of premises. The Consolidation-Merger or Acquisition Condition and the Additional Premises Or Employee Condition do not apply..
RPCR 73 23 04 07	Arkansas Changes	IL 01 63 09 07	Arkansas Changes	Coverage intent with respect to RPCR 73 23 remains the same.

## CR 00 21 – Commercial Crime Coverage Form (Loss Sustained Form)

### Broadenings, Reductions and Clarifications of Coverage

#### Broadening of Coverage

**Insuring Agreements** (Coverage applies only if a limit for the insuring agreement is shown on the Crime and Fidelity Declarations Page)

- **Employee Theft** – Employee Theft coverage protects against loss of or damage to property resulting from the unlawful taking of such property to the deprivation of the insured. This insuring agreement is an alternative to the existing Employee Dishonesty Coverage Form (Coverage Form A – Blanket) of Riverport Insurance Company.
- **Forgery or Alteration** – Forgery or Alteration coverage protects against forgery or alteration of negotiable instruments. This insuring agreement is similar to Forgery or Alteration Coverage Form (Coverage Form B) of Riverport Insurance Company. This insuring agreement now addresses substitute checks as defined by the federal Check Clearing for the 21<sup>st</sup> Century Act. A substitute check, as defined in the Act, will be treated the same as the original it replaced.
- **Inside The Premises – Theft Of Money And Securities** – This insuring agreement is derived from Section 1. of Coverage Form C – Theft, Disappearance and Destruction and contains minor editorial revisions.
- **Inside The Premises – Robbery Or Safe Burglary Of Other Property** – This new insuring agreement provides coverage for loss or damage of “other property” inside the premises from actual or attempted robbery or other property in a safe or vault from an actual or attempted safe burglary.

## CR 00 21 – Commercial Crime Coverage Form (Loss Sustained Form)

### Broadenings, Reductions and Clarifications of Coverage

- **Outside The Premises** – This insuring agreement is derived from Section 2. of Coverage Form C – Outside The Premises – Theft, Disappearance And Destruction with some minor editorial changes. It also adds coverage for other property.
- **Computer Fraud** – Arkansas, Iowa, Minnesota and North Dakota: This insuring agreement is derived from Coverage Form F – Computer Fraud. The territory coverage condition applicable to this insuring agreement has been expanded to provide world-wide coverage. All other states: This new insuring agreement provides coverage for loss or damage to money, securities and other property resulting directly from the fraudulent use of a computer to transfer that property.
- **Funds Transfer Fraud** – This new insuring agreement provides coverage for loss resulting from fraudulent instructions directing a financial institution to pay or deliver funds from the insured's transfer account through a telephone or fax instruction purportedly sent by the insured.
- **Money Orders And Counterfeit Paper Currency** – This new insuring agreement provides coverage for losses resulting directly from money orders not paid upon presentation or counterfeit money.

#### Exclusions

- **Inventory Shortages** – An exception to the exclusion now permits the insured to offer inventory records and actual physical count of inventory in support of the amount of loss claimed.

#### Conditions

- **Additional Premises Or Employees** – This condition specifies that automatic coverage is provided for additional premises and employees achieved through normal growth, other than consolidation, merger, purchase or acquisition.
- **Consolidation-Merger** – Automatic coverage for 90 days is now being provided for entities acquired through merger or consolidation.
- **Electronic And Mechanical Signatures** – Under the Forgery and Alteration Insuring Agreement, we have extended coverage to loss involving electronic and mechanical signatures.
- **Employee Benefits Plans** – Coverage for employee benefit plans subject to the Employee Retirement Income Security Act of 1974 (ERISA) is built into the policy. Under these plans, the Employee Theft coverage of the policy is amended to conform with the ERISA Bonding Regulation to provide coverage for dishonest or fraudulent acts on the part of plan administrators or other employees. At the request of the U.S. Department of Labor, payment for loss incurred by a joint insured employee benefit plan will now be made directly to the plan itself.
- **Extended Period To Discover Loss Condition; and Joint Loss Condition** – At the request of the U.S. Department of Labor, a full one-year period in which to discover loss sustained under employee benefit plans is now being provided under these conditions. The automatic termination of the discovery period upon the replacement of insurance by the insured no longer applies to employee benefit plans.
- **Ownership Of Property; Interests Covered** – Coverage for property leased by the insured has been included.
- **Termination As To Any Employee** – This condition which was previously titled, "Cancellation as to Any Employee" is being transferred to Section E.2., Conditions Applicable to Insurance Agreement A.1. The condition will now apply only to the Employee Theft Insuring Agreement and not to the entire policy. This is being done so as not to affect coverage provided under the Outside the Premises Insuring Agreement, for employees acting in the capacity of a messenger.
- **Territory** – The territory condition has been expanded to include all territories and possessions of the United States of America and also Puerto Rico and Canada.
- **Valuation-Settlement** – Valuation of property other than money and securities that is lost or damaged is changed from actual cash value to replacement cost.

#### Reductions in Coverage

**Insuring Agreements** (Coverage applies only if a limit for the insuring agreement is shown on the Crime and Fidelity Declarations Page)

- **Inside The Premises – Theft Of Money And Securities** - The person committing theft must now be present inside the premises at the time of the act.

#### Limit of Insurance

- **Limit of Insurance** – In the event that loss may be covered by more than one insuring agreement, the largest limit of insurance will now apply.

#### Exclusions

- **Confidential Information** - With the introduction of this exclusion, loss resulting from the unauthorized disclosure of the insured's confidential information and the unauthorized use or disclosure of confidential information of another person or entity is specifically excluded.
- **Credit Card Transactions** - Arkansas, Iowa, Minnesota and North Dakota: With the introduction of this exclusion, loss resulting from the use of credit card information in computer transactions is not covered under the Computer Fraud Insuring Agreement. All other states: Computer Fraud coverage is new.
- **Legal Fees, Costs and Expenses** – This exclusion has been revised to include legal fees and costs to ensure that they are treated in the same manner as other legal expenses.
- **Pollution** – With the introduction of this exclusion, loss or damage resulting from pollution is specifically excluded.
- **Trading** – This exclusion applies to Employee Theft coverage and precludes coverage for losses resulting from trading whether in the insured's name or in a genuine or fictitious account. The exclusion was previously added to the policy by endorsement. A separate endorsement is available to include coverage for trading losses.

## CR 00 21 – Commercial Crime Coverage Form (Loss Sustained Form)

### Broadenings, Reductions and Clarifications of Coverage

- **Transfer Or Surrender Of Property** – This exclusion is applicable to insuring agreements: Inside the Premises – Theft of Money and Securities, Inside the Premises – Robbery or Safe Burglary of Other Property and Outside the Premises. It has been revised to specifically include threats to introduce a denial of service attack; threats to introduce a computer virus; threats to contaminate products or goods and threats to disseminate or divulge confidential information or weaknesses in the source code within the insured's computer system.
- **War and Military Action** – This exclusion has been revised to address other types of military actions.
- **Warehouse Receipts** – This exclusion applies to Employee Theft coverage and precludes coverage for losses resulting from dishonest signing, issuing, canceling or failing to cancel a warehouse receipt or any papers connected with the receipt. The exclusion was previously added to the policy by endorsement. A separate endorsement is available to include coverage for warehouse receipts losses.

#### Conditions

- **Cooperation** – This condition is new and requires the insured to cooperate with the insurer in all matters pertaining to the policy, as stated in its terms and conditions.
- **Duties In The Event Of Loss** - This condition has been revised to add a statement which requires the insured to produce for insurer examination all pertinent records after discovery of a loss.
- **Extended Period To Discover Loss and Joint Insured** – The extended period to discover loss upon policy termination or cancellation ends immediately upon the purchase of other insurance, whether or not that other insurance provides coverage for loss sustained before its effective date.
- **Joint Insured** – This condition has been revised to add a statement that payment by us to the first Named Insured for loss sustained by any Insured, other than an "Employee Benefit Plan" shall fully release us on account of such loss.
- **Acts Committed By You, Your Partners Or Your Members** – Acts of theft or dishonesty on the part of Members of limited liability companies are specifically excluded. A separate endorsement to include Members as employees under Employee Theft coverage is now available.

#### Clarification of Coverage

**Insuring Agreements** (Coverage applies only if a limit for the insuring agreement is shown on the Crime and Fidelity Declarations Page)

- **Employee Theft** – This insuring agreement now specifically states that employee forgery is covered under the Employee Theft Insuring Agreement.

#### Deductible

- **Deductible** – This section has been revised to reinforce the coverage requirement that loss must result directly from an occurrence. In addition, the deductible amount applicable to the insuring agreement or coverage under which the loss is covered is now applied.

#### Exclusions

- **Acts Of Employees Learned Of By You Prior To The Policy Period** – This new exclusion amplifies that coverage is not provided for acts of theft or other dishonesty committed by employees and known by the insured prior to the issuance of the policy. This exclusion replaces the Employee Cancelled Under Prior Insurance exclusion.
- **Funds Transfer Fraud and Computer Fraud** – These exclusions have been incorporated into the basic coverage form in order to make these coverages mutually exclusive.

#### Conditions

- **Consolidation – Merger Or Acquisition** – This condition has been revised to specify that the insured must inform the insurer of any merger or acquisition as soon as possible following such action.
- **Legal Action Against Us** – This condition has been revised to add the statement that if any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.
- **Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate** – This condition has been revised in order to reinforce that continuity of coverage must be maintained throughout an occurrence in order for coverage to be provided. In addition, a procedure for settling or allocating losses between policies is set forth and then illustrated through the use of examples.
- **Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate** – This condition has been revised to detail the procedure for settling or allocating losses sustained during prior insurance.
- **Non-Cumulation Of Limit Of Insurance** – This provision, wherever it appears in the coverage form, has been deleted in order to avoid the inference that cumulation of limits of insurance is permissible if an occurrence of loss extends over more than one policy period.
- **Other Insurance** – This condition has been expanded to specify the manner in which the policy will respond to a loss when written on a primary or excess basis.
- **Ownership Of Property; Interests Covered** – This provision, which applies to property for which the insured is legally liable, is removed and the current language now specifies that only property owned or leased by the insured or held by the insured for others is covered.
- **Recoveries** – This revised condition now has a provision to address the recovery of losses that are not covered under the existing policy.
- **Territory** – This condition has been revised to specify that the coverage period for employees temporarily outside the coverage territory lasts for a period of 90 consecutive days.

#### Definitions

## CR 00 21 – Commercial Crime Coverage Form (Loss Sustained Form)

### Broadenings, Reductions and Clarifications of Coverage

- **Employee Benefit Plan(s)** – For the purposes of the policy, employee benefit plans are defined as those that are subject to the Employee Retirement Income Security Act of 1974 (ERISA).
- **Employee** – The definition of Employee has been extended to include leased workers and also distinguishes between temporary workers and leased workers. Former employees serving as consultants, interns and guest students are added. It is also revised to indicate that the extension of coverage on terminated employees applies to the first thirty date immediately after termination of service.
- In addition, this definition has been expanded to include employees of merged or consolidated entities; and directors, managers and trustees while performing employee-related duties or performing certain specific acts as a member of a committee appointed by the board of directors or trustees.
- **Forgery** – Under the Forgery Or Alteration coverage, forgery is now defined to mean “the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one’s own name signed with or without authority, in any capacity, for any purpose”.
- **Fraudulent Instruction** – A definition has been included in the coverage form to accommodate the inclusion of the Funds Transfer Fraud insuring agreement.
- **Funds** – Under the policy, funds is defined to mean money and securities.
- **Manager** – A definition of manager is provided and is specific to limited liability companies. A manager is a person serving in a directorial capacity of a limited liability company.
- **Member** – A definition of member is provided and is specific to limited liability companies. A member is an owner of a limited liability company represented by its membership interest, who also may serve as a manager.
- **Occurrence** – This definition has been revised to state that an occurrence committed by an employee acting alone or in collusion can result from an individual acts, the total of separate acts (whether or not related) or a series of acts (whether or not related) committed during the policy period shown in the Declarations, before such policy period or both.
- **Other Property** – This definition has been revised to specify that an electronic data and computer program is not tangible property. (In some jurisdictions this may be construed as a reduction in coverage).
- **Theft** – Theft is newly defined as the “unlawful taking of property to the deprivation of the insured”. This definition applies to Employee Theft and all other Crime coverages providing theft coverage. In addition, the word “unlawful” has been incorporated into the definitions of safe burglary and robbery for consistency purposes.

#### Valuation – Settlement

- **Valuation – Settlement** – This condition has been revised to clarify that payment for loss involving securities is subject to the limit of insurance for the insuring agreement under which the loss is covered. In addition, insureds now have the option to receive payment for or settle loss or damage in either U.S. currency or in the currency of the country in which the loss or damage occurred. The rate of exchange for foreign currency is based on the Wall Street Journal on the date the loss is discovered.